

UNITED STATES DISTRICT COURT

for the
Northern District of ILLINOIS
Civil Division

RECEIVED

AUG 04 2022 *AK*THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURTMichelle Valentine

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

United Airlines Holding Inc

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☐ Yes ☒ No

1:22-cv-04103

Judge Jorge L. Alonso

Magistrate Judge M. David Weisman
RANDOM

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

Street Address

City and County

State and Zip Code

Telephone Number

E-mail Address

Michelle Valentine
4630 South Kirkman Rd Unit 716
Orlando, Orange Co
Florida, 32811
929 360 3901
Sheevee66@yahoo.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name United Airlines Holding Inc
Job or Title *(if known)* _____
Street Address 233 S WACKER DRIVE suite 8000
City and County Chicago, Cook Co
State and Zip Code IL 60606-6448
Telephone Number 312 460 5000
E-mail Address *(if known)* J Levenson @ seyFarth.com
ATTY JULES LEVENSON & SEYFARTH SHAW LLP

Defendant No. 2

Name _____
Job or Title *(if known)* _____
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____
E-mail Address *(if known)* _____

Defendant No. 3

Name _____
Job or Title *(if known)* _____
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____
E-mail Address *(if known)* _____

Defendant No. 4

Name _____
Job or Title *(if known)* _____
Street Address _____
City and County _____
State and Zip Code _____
Telephone Number _____
E-mail Address *(if known)* _____

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

American Disability Act 1990 title 1 (Benefits)

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, (name) Michelle Valentine, is a citizen of the
State of (name) Orlando, FL.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
under the laws of the State of (name) _____,
and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, (name) _____, is a citizen of
the State of (name) _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) United Airline Holding Inc is incorporated under the laws of the State of (name) Chicago, IL, and has its principal place of business in the State of (name) Chicago, IL.
Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy \$86,000

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

Plaintiff is Entitled to her Disability Pension Lump Sum Payment. she over 55 years of age with a continuing disability.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Plaintiff continue being denied her Pension Benefits in a lump sum, by United Benefits Committee. Plaintiff was employed by Continental Airlines Back in 2004 where prior to separation she was injured, a disability permanent Rate was given by employer ATTORNEY in 2006, court proceeding. and a impairment Rating with worker comp. which until and continuing disability even after age 55 years.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Continue to Be discriminated against, my onset of disability date. and continues to stress and have anxiety attacks. Over separation, onset date, vested and credit service was to continue even after separation until 55 years old. where Plaintiff continue to be disabled. and able to receive her lump sum Payment of Pension. Evidence Attached

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.


A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: _____

7/18/22

Signature of Plaintiff



Printed Name of Plaintiff

Michelle Valentine -

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

Evidence Attached.

A. For Parties Without an Attorney

Page. ② Cont case with Continental Airlines April 20, 2006

② Worker Comp. Continental Indemnity & impairment rating

③

④

⑤ 1.22 Disability share me in the case of an illness or injury.

⑥ c) Lump Sum

⑦ Rights under Erisa

⑧ Vesting and Benefit Service for Disability

⑨ Continental Retirement Benefits \$86,000

⑩ 18 U.S. Code § 1027 False statement and concealment of fact.

Onset date of a Disability is when former Employee was injured Back in 1998 and 2003.

Not 2015 when Committee decides.

Lenahan & Rockwell, P.A.

ATTORNEYS AT LAW
1170 U.S. Highway 22
Suite 200
Bridgewater, NJ 08807

Evidence 2

Thomas E. Lenahan, Jr.*
Mark P. Rockwell
Ralph J. Sorrento
Kristin A. Deleppo
Susan E. Gruen

Tel. 908-231-7900
Fax 908-526-8442

24 East Main Street
Freehold, NJ 07728
Tel. 732-761-1311
Fax 732-761-1535

PLEASE REPLY TO:
BRIDGEWATER

*CERTIFIED CIVIL TRIAL ATTORNEY

April 20, 2006

Gary G. Flynn, Esquire
Flynn & Russo, P.C.
Suite #1803
744 Broad Street
Newark, NJ 07102

Re: Michelle Valentine vs. Continental Airlines, Inc.
Our File No.: C-3755C
C.P. No.: 2004-12868

Dear Mr. Flynn:

This matter was pre-tried before Judge Oakerson on April 7, 2006. I have enclosed a copy of the Pre-Trial Memorandum for your ready reference and review.

It was our contention that petitioner's average weekly wage was \$142.30 which would give rise to a permanent disability rate of \$99.61. It is my understanding that you will discuss this issue with petitioner and let me know if she is contesting this wage and rate. If petitioner is contesting the wage and rate, please provide me with any additional information to support her challenge before the upcoming trial date on June 9, 2006.

Thank you for your courtesy and cooperation.

Very truly yours,

LENAHAN & ROCKWELL, P.A.

By: 

Mark P. Rockwell

MPR:bak

CONTINENTAL AIRLINES, INC.
001534-010141-WC-01 VALENTINE, MICHELLE

Waher comp
Evidence 2

+ Basic Claim Information

- Basic Claim Information

Claimant Name:	VALENTINE, MICHELLE
Reporting Unit Number:	41559900
Reporting Unit Name:	TERMINAL OPS - EWR
Branch:	000161 GB PARSIPPANY
Adjuster:	916103 MONTGOMERY, VANESSA
E-Mail Address:	
Nature - BI:	9072 Strain
Part of Body:	0008 Back, lower *
Accident Date:	02-Sep-1998 (Wed)
Next Review Date:	
Claim Status:	Closed (06-Jul-2001)
WC Type:	Indemnity

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Claim Status:	Closed (06-Jul-2001)
Controverted:	No
Claim In Suit:	No
Prior TPA Number:	0727100019995189
Run-In:	Yes
Adjuster:	916103 MONTGOMERY, VANESSA
<i>*</i> WC Type:	Indemnity *
Accident Date:	02-Sep-1998 (Wed) Time: 23:59

Adjuster Detail

Claimant Information

Claimant:	VALENTINE, MICHELLE
Address:	602 N ESSEX 6TH ST 2ND FL NEWARK, NJ 07107 USA

Phone:	
E-mail Address:	
Claimant ID:	
Electronic Funds Transfer:	No
Gender:	Female
Date of Birth:	15-Jul-1966
Age on Day of Accident:	32
Date of Death:	
Marital Status:	Married
Number of Dependents:	
State Claim Number:	

*Michelle Valentine**Worker comp**Goodman 3*

Recovery Potential:

Subrogation:

No

State Fund:

No

Benefit Offsets:

Unemployment:

No

Pension:

No

Social Security:

No

Other:

No

SS or Other Offset Amount:

Deductible:

No deductible program

Method of Settlement:

5 DISMISSAL OR TAKE NOTHING

Reserve Type:

00 Standard reserve

Indemnity Closure Reason:

**

*10 of 2***Impairment Experience**

Scheduled Impairment:

% Impairment Body Member

Weeks

Indemnity Experience

Unscheduled Impairment:

% Impairment

Indemnity Experience

5

5,000.00

Permanent Impairment Experience

5,000.00

Indemnity Total Experience

5,471.75

Loss Information

Claim Description:

LIFTING BAGGAGE ON RAMP/PAIN I

Accident Date:

02-Sep-1998 (Wed) Time: 23:59

Reported Date:

02-Sep-1998 (Wed)

Indexed Date:

06-Dec-2000

Independent Adjuster:

Date Reported To Client:

02-Sep-1998

Date Reported To Vendor:

Time: 00:00

Multi-Claim Occurrence:

Companion Claim:

MPN:

No

Part of Body:

0008 Back, lower

Nature (BI): 9072 Strain
 Benefit State: NJ New Jersey
 Benefit Country: USA
 Injury Type: 04 Minor Perm Part
 Type of Loss: Trauma
 NCCI Loss Coverage: 11 State Act Trauma
 Initial Treatment: 1 Minor on-site remedies by employer medical staff
 Surgery: No
 Pre-Existing Condition: No
 PPO: No
 Reportable Lost Time: Yes
 Employer Notified Date: 02-Sep-1998
 Initial Last Day Worked: 02-Sep-1998
 Initial Disability: 03-Sep-1998
 Initial Return to Work: 12-Sep-1998
 Release Return to Work: 06-Jul-2001
 Max Med Improvement: 5%
 % Impairment: 5%
 Year Last Exposed:

With Restrictions: No

With Restrictions:

Employment Information

Employee Id:
 NCCI Job Class: 7403 AIRLINE: GROUND EMPS & DRIVERS (NJ)
 Employment Status: P Regular, part-time
 Hire Date: 12-Oct-1993
 Length of Service: 0
 Occupation: GROUND EMPLOYEE
 Lost Work Days: 0
 Workdays per Week: 0
 Full Pay Day of Injury:
 Average Weekly Wage: 277.50
 Compensation Rate: 194.25
 Other Compensation:
 Post-Injury Weekly Wage:
 Salary Continued in Lieu of Benefits: No From: Thru:
 Supervisor Name:
 Employer SIC: 4512 Trans. by Air-Air transportation, scheduled
 Employer FEIN:

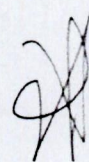
1.22 Disability. "Disability" shall mean in the case of an illness or injury sustained by a Participant prior to attainment of age 55, his or her total and presumably permanent inability to perform the duties of any occupation or employment due to such illness or injury. In the case of an illness or injury sustained by a Participant on or after attaining age 55, "Disability" shall mean his or her total and presumably permanent inability to perform the duties of his or her actual or any comparable occupation or employment due to such illness or injury. Notwithstanding the foregoing, a Participant shall not be considered to have incurred a Disability on account of a selfinflicted illness or injury or a condition with no objective medical finding (such as fear-of-flying syndrome).

Evidence
5

Given to
plaintiff by
agency Attorney



(c) *Lump Sum.* The Actuarially Equivalent value of the Participant's Accrued Benefit is paid in one sum; provided, however, that a lump sum can be elected by the Participant only with respect to the Normal Retirement Pension, Early Retirement Pension, Deferred Retirement Pension, and Disability Pension payable under Sections 4.2, 4.4, 4.5, and 6.3, respectively. A lump sum can be elected by the Surviving Spouse of a Participant with respect to the death benefit payable under Section 7.1 only if the Participant's death occurs on or after his or her attainment of either Early Retirement Age or Normal Retirement Age.



Evidence
6

Endorse 7

YOUR RIGHTS UNDER ERISA

As a participant in the 401(k) Savings Plan and/or the Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- **Examine, without charge, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plans with the U.S. Department of Labor, such as detailed annual reports and plan descriptions. These are available for your inspection at Corporate headquarters (1600 Smith Street, 20th Floor, Houston, Texas 77002) and at other specified locations such as worksites or through the unions.**
- **Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may assess a reasonable charge for the copies.**
- **Receive a summary of each plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.**
- **Request, once a year, a written statement showing 401(k) savings plan benefits.**

Obligations Of Fiduciaries

ERISA also requires the people responsible for operation of the 401(k) Savings Plan and the Retirement Plan (the plan *fiduciaries*) to operate the plans prudently in the interests of the plan participants and beneficiaries.

Obligations Of Employers

X Another of your ERISA-guaranteed rights is that no one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining plan benefits for which you are eligible or exercising your rights under ERISA.

Conditions For Legal Action

If your claim for a benefit is denied in whole or in part, you must obtain a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

copy of
Evidence Attached
Valentini
vs
United Holding Inc

Evidence 8

Your *benefit service* does not include any period during which:

- You were employed by an affiliate or a division that was not participating in the plan at the time you were employed (except as shown in the previous list)
- You were assigned to a job category in which you were not qualified as an eligible employee
- You received a distribution of your accrued benefit
- With respect to service before February 1, 1999, a period of service following your severance from service date and before your return to employment, except to the extent required by law for absence due to military service.

However, employees who were employed at stations converted from Continental Airlines, Inc. stations to Continental Express, Inc. will receive benefit service from the date of conversion until the date you cease working at that station, provided you elect to continue to participate beyond July 1, 2000, otherwise it ceases to accrue on July 1, 2000.

Vesting And Benefit Service For Disability

If you become disabled and remain disabled through the age you qualify for retirement (or early retirement), you receive both vesting service and benefit service — limited to 501 hours per year — for the period of disability up to age 65.

If you recover from a disability, you will receive benefit service for the time you were disabled if you return to work within 60 days and remain with the company or an affiliate for at least one year, or if you are willing and able and volunteer to return to work but are not rehired.

If you recover from a disability and are able to return to work for the company or an affiliate but do not, you will receive vesting service and benefit service to your date of disability but not beyond it.

my situation

Working Together Works.

Continental Retirement Benefit

Statement Date 04-28-2004

Endline 9

000011



MICHELLE G. VALENTINE
P O BOX 19882
GREENSBORO NC 27419

During your employment with Continental Airlines, you participated in the Continental Retirement Plan and met its vesting requirements. Please review the Information Used to Calculate Your Benefit section to verify the data we have on file.

Information Used to Calculate Your Benefit

Birth Date	07-15-1966
Hire Date	10-12-1993
Last Day of Employment	03-30-2004
Normal Retirement Age	65.00000
Final Average Pay	\$86,000.00 *
Pension Vesting Service (years)	10.50610
Pension Benefit Service (years)	10.26270
Benefit Service Excludes the Following Periods:	
07-01-1995 to 09-26-1995	11-18-1999 to 02-03-2000
06-24-2003 to 08-25-2003	03-30-2004 to 03-30-2004

delivered by **Hewitt**

0039200016 C0245-000011



*Exhibit
10*

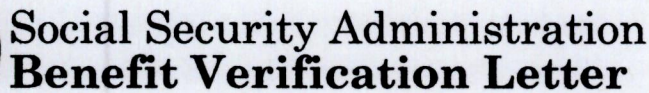
LII > U.S. Code > Title 18 > PART I > CHAPTER 47 > **§ 1027**

18 U.S. Code § 1027 - False statements and concealment of facts in relation to documents required by the Employee Retirement Income Security Act of 1974

<u>U.S. Code</u>	<u>Notes</u>
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Whoever, in any document required by title I of the Employee Retirement Income Security Act of 1974 (as amended from time to time) to be published, or kept as part of the records of any employee welfare benefit plan or employee pension benefit plan, or certified to the administrator of any such plan, makes any false statement or representation of fact, knowing it to be false, or knowingly conceals, covers up, or fails to disclose any fact the disclosure of which is required by such title or is necessary to verify, explain, clarify or check for accuracy and completeness any report required by such title to be published or any information required by such title to be certified, shall be fined under this title, or imprisoned not more than five years, or both.



(Added Pub. L. 87-420, § 17(c), Mar. 20, 1962, 76 Stat. 42; amended Pub. L. 93-406, title I, § 111(a)(2)(B)(i), (ii), Sept. 2, 1974, 88 Stat. 851; Pub. L. 103-322, title XXXIII, § 330016(1)(L), Sept. 13, 1994, 108 Stat. 2147.)



0201BEV4N1R2EHW CCM.M72.BEV4N.R220616

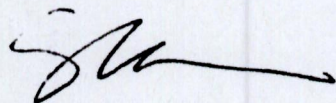
See Next Page

The decision of the Administrative Committee is final and binding.

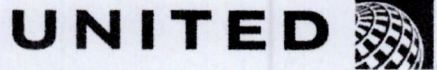
 If the Administrative Committee denies your appeal, you have the right to initiate a civil action in federal court under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended to the extent such action is not prohibited under the terms of other federal law. If available, this option is available to you only after you have exhausted all of the administrative remedies available to you through the Plan's claims and appeals process. 

If you have questions about your benefits, please call the United Airlines Benefits Center at 1-800-651-1007. United Airlines Benefits Center representatives are available between 7 a.m. and 7 p.m., Central time, Monday through Friday or access the Your Benefits Resources™ website at <http://www.ybr.com/united>.

Sincerely,



Shannon Carter
Human Resources
United Airlines, Inc.



Shannon Carter
Pension Plan Manager
Human Resources

February 2, 2022

Dear Ms. Valentine,

In reviewing your claim for a Disability pension under the Continental Retirement Plan, the United Retirement Benefit Appeals Committee considered the information submitted with your written claim and the relevant plan provisions. Based on such review, your claim is denied.

This denial is a result of your failure to provide proof of eligibility to demonstrate that you became totally and permanently disabled, as defined in section 1.22 of the Continental Retirement Plan, (enclosed) while actively employed with United Airlines, Inc. formerly known as Continental Airlines, Inc. As a reference, the most commonly provided form of proof of eligibility for a Disability pension is a *Social Security Administration – Notice of Award* letter, which you would have received upon approval for disability benefits therefrom.

You may appeal this denial to the Administrative Committee within 60 days from the date of this letter. If you do not submit an appeal to the Administrative Committee during this time period, you may not file an appeal for this claim at a later date. You may submit your appeal in writing to:


The Administrative Committee
c/o Shannon Carter – United Airlines, Inc.
609 Main Street
HSCHR
Houston, TX 77002

Due to the COVID-19 pandemic and Declaration of a National Emergency on March 13, 2020, the U.S. Department of Labor (DOL) issued a Notification of relief, extending deadlines for individuals to take certain plan actions, including appeal of an adverse claim determination. The agencies extended deadlines that may be missed during the "Outbreak Period" associated with COVID-19, which began on March 1, 2020, and is set to expire 60 days after the end of the National Emergency. Since the National Emergency is ongoing, your extended deadline will be the earlier of one year from your original deadline or your original timing after the end of the "Outbreak Period" described above. Although this extension will be taken into account in determining your appeal deadline, please do not delay in submitting your appeal.

In preparing your appeal, you have the right to receive, upon request and without charge, reasonable access to or copies of any relevant documents, records, or other information relied upon making this determination. If you have any additional information or documentation to support your claim, you must submit it with your appeal.

The Administrative Committee will review your appeal and generally respond in writing within 60 days following the receipt of your appeal. If the Administrative Committee needs additional time to make a decision, they will notify you in writing of the extension within 60 days following receipt of your appeal.

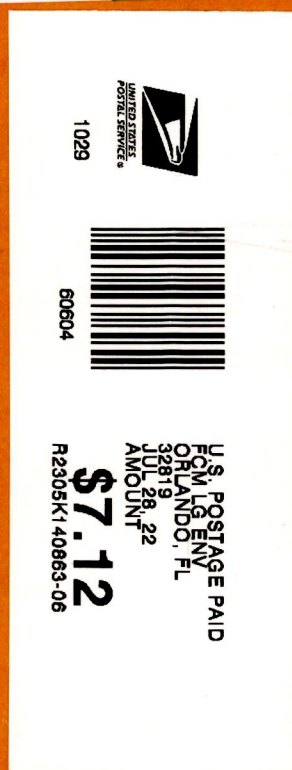
Valentine_01272022

A STAR ALLIANCE MEMBER 

Michelle Valentine
4630 South Kirkman RD #716
Orlando, FL 32811

INSPECTED BY THE
UNITED STATES
MARSHAL SERVICE

United States District Court
219 South Dearborn
Chicago, IL 60604-5670
Civil Clerk Division



UNITED STATES
MARSHAL SERVICE
CHICAGO, ILLINOIS
219 SOUTH DEARBORN
CHICAGO, ILLINOIS 60604-5670
CIVIL CLERK DIVISION

RECEIVED
AUG 04 2022
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT